

# **Exhibit C3**



## LOAN AGREEMENT

THIS AGREEMENT (this "Agreement") is made on the 29<sup>th</sup> December, 2017.

### BETWEEN

- (1) **ACA Capital Group Limited** ("the Lender"), a limited company incorporated in Hong Kong with the Certificate of Incorporation Number of 188692, and
- (2) **Eastern Profit Corporation Limited** ("the Borrower"), a limited company incorporated in Hong Kong with the Certificate of Incorporation Number of 1648534.

### WHEREAS

- (1) The Lender has agreed to lend to the Borrower urgently subject to the terms of this Agreement.

### IT IS HEREBY AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

- (1) Definitions

In this Agreement unless the context otherwise requires:

"Agreement" means this Agreement as amended from time to time; and

"Loan" means the amount advanced to the Borrower pursuant to Clause 2 hereof.

#### 2. THE LOAN

The Lender agrees to lend to the Borrower by way of a loan in the amount of USD One Million (USD1,000,000) upon the terms and subject to the conditions of this Agreement. The term of the Loan commences from the date of the said amount being transferred to the Borrower until the Borrower repays the said amount together with interest (pursuant to Clause 3 hereof) in full.

The Lender fully understands and agrees that the Loan is un-collateralized.

The Lender agrees to wire transfer the said amount to the Borrower's designated bank as instructed by the Borrower.

#### 3. INTEREST

The Borrower agrees to pay 2% interest per month, compounded monthly or otherwise mutually agreed by the Lender and the Borrower in writing from time to time.

#### 4. REPAYMENT

The Borrower shall repay to the Lender at the end of the six-month period from the date of the said amount being transferred to the Borrower, in a form instructed by the Lender at the Lender's sole and absolute discretion of the loan amount plus the interest. The Borrower agreed to compensate the Lender for any loss or damages suffered by the Lender for any delay in repayment of the Loan.

**5. DOCUMENTATION**

The parties hereto jointly and severally acknowledge that this Agreement forms the entire agreement relating to the Loan. If there are any other terms relating to the Loan existing at the date hereof and not comprised in this Agreement, such terms shall be of no further force and effect. No amendment to this Agreement shall be of any effect unless it is in writing subscribed to by all the parties hereto.

**6. CONTINUING OBLIGATIONS AND TERMINATION**

- (1) The obligations of the Borrower and the Lender hereunder shall be continuing obligations and shall be and remain fully effective until the repayment of the Loan in full in accordance with the provisions of this Agreement.
- (2) Termination of this Agreement shall be without prejudice to the rights and claims of the Lender accrued or made at or prior to the date of termination.

**7. PARTIAL INVALIDITY**

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provisions of this Agreement.

**8. CONFIDENTIALITY**

- (1) The parties should not disclose to any third party any matters, confidential or secret information, financial status, and/or any other affairs which has been acquired in the course of this Agreement concerning the affairs of the respective parties.
- (2) If the parties have not observed the above and caused losses to the other party, then the non-defaulting party shall have the right to terminate this Agreement immediately and/or to pursue by means of legal action, for damages or losses and other legal liabilities, towards the defaulting party.

**9. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in relation to any disputes howsoever arising out of or in connection with this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the day and year first above written.

SIGNED for and on behalf of )  
Eastern Profit Corporation Limited )

Chunguang Han )  
Director )



SIGNED for and on behalf of )  
ACA Capital Group Ltd. )

William Je )  
Chief Executive )

